

CHAPTER 7 - ASSURANCES AND CERTIFICATIONS

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ASSURANCES AND CERTIFICATIONS

This chapter contains the assurances and certifications for all grants awarded by the DET of Wisconsin's DWD. All DET grantees and subgrantees must have local written policies that require compliance with applicable portions of this chapter.

A. Signatory Authority

The grantee assures that it possesses the following legal authority to participate in a grant:

1. **Signatory Official.** The grantee assures that the designated signatory official holds the legal authority to accept these funds.
2. **Grantee Authority.** The grantee assures that it possesses the legal authority to participate in this grant. A resolution, motion or similar action has been duly adopted as an official act of the grantee's governing body authorizing participation in DET-issued grants. The grantee is required to direct and authorize the person identified, as the grantee's official representative to act in connection with the grant and to provide such additional information as may be necessary.

B. Compliance Statement

In carrying out the terms of its grant, the grantee assures that it will comply with any and all applicable laws, rules and regulations and with the provisions of its grant document. The grantee assures compliance with the following specific requirements:

1. **Wisconsin WIA State Plan.** Grantee programs must be responsive to the applicable requirements of any State Plans related to the grant.
2. **DET Policies.** The grantee must comply with applicable DET Policies and Procedures Manuals.
3. **Policy Distribution.** The DET grantee must designate certain individuals to obtain applicable manuals. This manual and other resources are also available on the DWD program website.

C. Nondiscrimination and Equal Opportunity Requirements

The grantee assures that it will avoid discrimination and follow EEO practices in the administration and delivery of services and benefits to eligible participants and applicants of DET-funded programs and that it will comply with the following provisions of nondiscrimination and EEO:

1. **Applicable Laws and Other Requirements.** The grantee must comply with the Civil Rights Act of 1964 as amended, Titles VI, VII and the Education Amendments to Title IX; the Rehabilitation Act of 1973 as amended, ss. 503 and 504; the Age Discrimination Act of 1975 as amended; the Americans with Disabilities Act of 1990, as amended; the Vietnam Veterans Readjustment Assistance Act of 1974, the WIA Sections 181 and 188; the U.S. Executive Order 11375; the Wisconsin Fair Employment Act s. 111.31-111.395, Stats.; Wisconsin Contract Compliance Law, s. 16.765, Stats.; the Wisconsin

Administrative Code DWD 816.11; this section of the Workforce Programs Guide and all other applicable laws. Such requirements include but are not limited to the following:

- a. **Prohibition of Discrimination.** No participant, staff person or administrator may be discriminated against, denied benefits, denied employment or excluded from participation in connection with any DET-funded program on the basis of race, color, religion, sex, national origin (ethnic status), age, disability, marital status, offender status, sexual orientation, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in a DET financially assisted program or activity, arrest or conviction record (unless specifically exempt by grant regulations), or refusal to submit to sexual contact or sexual intercourse.
 - b. **Citizenship/Authorized Alien Status Requirements for Program Participation.** Participation in DET programs shall be open to citizens and nationals of the US, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees and other individuals authorized by the US Attorney General to work in the US.
 - c. **Encouragement of Nontraditional Employment.** The grantee must make appropriate efforts to overcome sex stereotyping, including the encouragement of nontraditional employment for DET-funded staff and participants.
 - d. **Limited English Proficiency Populations.** The grantee must identify limited English proficiency populations in areas where it operates DET-funded programs; ensure that information about its programs is available in a manner understood by the populations identified; and ensure that no individual is denied DET-funded services because of an inability to communicate in English.
 - e. **Reasonable Accommodations.** The grantee must ensure that reasonable accommodations are made to the known physical or mental limitations of an otherwise eligible applicant, employee or participant unless it can be demonstrated that the accommodations would impose an undue hardship on the operation of the program.
 - f. **Additional Assurances.** The grantee must adhere to all other assurances as specified in the specific grant regulations and grant agreement.
2. **Assurance of Subgrantee Notification.** The grantee assures that each organization to which it subgrants funds is notified of the terms and conditions of applicable nondiscrimination and EEO provisions, including potential consequences for noncompliance, and agrees to abide by them as a condition of receiving grant funds.
- a. **Subgrant Agreement.** The grantee of DET funds must state in each subgrant agreement that failure to comply with applicable nondiscrimination and equal opportunity provisions will require corrective action to eliminate violations within a prescribed timeframe or otherwise incur specified sanctions.
 - b. **Wisconsin Contract Compliance Law, s. 16.765, Stats.** Each WDA administrative entity that receives federal financial assistance from the federal Department of Health Human Services and the Department of Agriculture shall submit a written affirmative action plan within fifteen (15) working days after the date the

contract/grant is awarded. The affirmative action plan shall meet the minimum requirements specified in section 50.05 of the Wisconsin Administrative Code (Adm. 50.05 Affirmative Action Plan).

<http://www.legis.state.wi.us/rsb/code/adm/adm050.pdf>

3. New Participant and Employee Orientation. Any grantee who either operates or subcontracts DET-funded programs for participants shall, during each presentation to orient new participants or new employees to its DET-funded program or activity, include a discussion of participants' and/or employees' rights under the nondiscrimination and equal opportunity provisions of applicable grants and 29 CFR, Part 37 including the right to file a complaint of discrimination with the Division or the Director of the Civil Rights Center (CRC) of DOL.
4. Equal Opportunity Public Information Statements. In recruitment brochures and other materials ordinarily distributed to the public which describe the DET-funded program or requirements for participation, the statement shall appear; "As a condition to the award of financial assistance from the DOL under the applicable program, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws: Section 188 of the WIA of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of citizenship, status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I - financially assisted program or activity; Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, as amended, Title IX of the Education Amendments, as amended. The grant applicant also assures it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. Where such materials indicate that the grantee may be reached by telephone, the materials shall also state the telephone number of the Telephonic Device for the Deaf or relay service used by the grantee."

D. Adequate and Documented Systems

The grantee assures that it has adequate and documented systems for administrative, personnel, financial and program management. The systems must include policies, procedures and controls necessary to ensure the effective and efficient use of funds for delivery of program services, including the following:

1. We are responsible for maintaining complete, accurate, and timely financial statements and have submitted to DWD the most recent audited financial statements.
2. We have disclosed to the auditor and DWD the following:
 - a. the methods and significant assumptions used in preparing the financial statements including changes to these methods of accounting and reporting and/or assumptions from the previous year.
 - b. all amounts questions and all known noncompliance with the direct and material compliance requirements of state and federal grants and/or contracts.
 - c. the current status of any unresolved disallowances and potential disallowances

- d. any communications from grantors and pass-through entities concerning possible noncompliance with the direct and material compliance requirements.
 - e. all transactions with any entity in which a WDB member or executive has greater than a 5 percent equity interest.
 - f. all WDB staff and staff direct family members receiving assistance under WDB directed programs funded by state and/or federal grants or contracts.
3. We are responsible for complying with the tax laws of the United States and the State of Wisconsin. We will submit a copy of the agency tax return to DWD at the same time it is submitted to the IRS.
 4. As part of our oversight of our WIA designated OSO, we have received, reviewed, and submitted to DWD a copy of the OSO's most recent federal tax return where the OSO is not a consortium of public agencies.
 5. We are responsible for understanding and complying with the requirements of laws, regulations, and the provisions of contracts and grant agreements related to all grants and contracts issued by DWD. We have assigned costs to federal grants consistent with the requirements of OMB Circular A-87 and A-122.
 6. Federal grants do not include any costs which are unnecessary, do not directly benefit the programs, or are unallowable under the applicable Federal cost principles (e.g., public relations, bad debts, entertainment costs, fines and penalties, general government expenses, interest).
 7. We will prepare and submit to DWD a full copy of the A-133 audit including the related Schedule of Federal Financial Assistance.
 8. We are responsible for establishing and maintaining, and have established and maintained, effective internal control over compliance for all state and federal programs that provides reasonable assurance we are managing state and federal awards in compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a material effect on each of DWD's programs.
 9. We are responsible for the design and implementation of programs and controls to prevent and detect fraud.
 10. We have informed subrecipients of the appropriate state and federal award and compliance requirements.
 11. We have monitored all subrecipients to determine that the subrecipient has expended financial assistance in accordance with applicable laws and regulations.
 12. We have disclosed to DWD any and/or all political contributions.
 13. We have no knowledge of any fraud or suspected fraud involving:
 - a. Management;

- c. Employees who have a significant role in internal control;
- c. Others where the fraud could have a material effect on the audit financial statements or the Schedule of Expenditures of Federal Awards.

E. Prohibition of Fraud and Abuse

In carrying out DET programs, the grantee assures that it is aware of and shall comply with the prohibition of fraud and abuse described as follows:

1. Conflict of Interest. A conflict of interest may exist when a person has a direct personal, organizational or financial relationship to an organization, and if that person is in a position to influence, or appears to influence the actions of another organization for the benefit of themselves or an organization with which they have such relationship.

The grantee, each subgrantee and related local boards must comply with the following provisions regarding conflict of interest:

- a. Conflict of Interest Requirements Applicable to Local Boards and to each grantee. The local boards and each grantee shall develop written policies and procedures governing conflict of interest that apply to board members, grantees and staff.

The policies and procedures shall apply to the local board and its by-laws, related agreements and personnel policies. Conflict of Interest Statements shall be signed by each WDB member annually.

- (1) Written Policies. The local board and each grantee must have written policies that conform to this Conflict of Interest Policy.
- (2) Written Code of Conduct. The local board and each grantee must maintain a written code of conduct that will govern the performance of its officers, employees or agents involved in any official actions within any grant process. This includes contracting or procuring supplies, equipment or services with DET funds. The section of the code dealing with Conflict of Interest shall include but not be limited to the following:
 - (a) Maintain the Public Trust. The code of conduct shall assign to the local board, its employees and grantees the responsibility to maintain the public trust for the use of federal and state funds for the purpose of carrying out program requirements, including the responsibility to maintain the reputation and integrity of the program.
 - (b) Conform to Requirements. The code of conduct shall conform to state regulations applicable to public contracts and all other requirements in this subsection.
 - (c) Specific Issues or Situations. The code of conduct shall include but not be limited to the following potential issues or situations:
 - (i) Members voting on or being involved in discussions on proposals or agreements for organizations which they or immediate family members have ownership in or are employed.

- (ii) Members voting on or being involved in discussions on proposals or agreements for organizations for which they maintain membership on a governing board, interlocking directorate or other relationship.
 - (iii) Local board members or employees shall be prohibited from using their positions for a purpose that gives the appearance of being motivated by a desire for private gain for themselves or those with whom they have family, business, or other relationships.
- (3) Responsibility. Each member of the local board is responsible for ensuring the grantee, its staff and applicants for grants maintain the reputation and integrity of the programs. Conflict of interest issues need to be addressed as they arise, and duly recorded in minutes of meetings.
- (4) Addressing "Appearance." The best method of addressing "appearance" concerns is full and open public discussion and resolution and duly recorded in minutes of meetings.
- (5) Provisions for Public Officers and Employees. Procedures must be developed to ensure those provisions of s. 946.13, Stats. and any valid Attorney General's opinion governing conflict of interest for public officers and employees are not violated. Applicable Attorney General opinions and s. 946.13 Stats. provide the following:
- (a) Any public officer or public employee is guilty of a Class E felony when in the capacity as such officer or employee, participates in the making of a contract to which there is a private financial interest, direct or indirect, or performs in regard to that contract some function requiring the exercise of discretion.
 - (b) Subsection (1) of s. 946.13 does not apply to the following:
 - (i) Contracts in which any single public officer or employee is privately interested which do not involve receipts and disbursements by the State or its political subdivision aggregating more than \$7,500 in any year (s. 946.13(2)(a)).
 - (ii) Contracts involving the deposit of public funds in public depositories.
 - (c) A contract entered into in violation of s. 946.13(3) is void and the State or the political subdivision in whose behalf the contract was made incurs no liability thereon.
 - (d) In s. 946.13(4), "contract" includes a conveyance.
 - (e) Subdivision (a) does not apply to a public officer or public employee by reason of his/her holding not more than 2 percent of the outstanding capital stock of a corporate body involved in such contract.
- (6) Resolution of Allegations. A detailed written process must establish the procedure for handling conflicts and potential conflicts of interest when they arise. The procedures shall include but not be limited to the following in a timely manner:
- (a) Immediate and priority attention;
 - (b) Open and full examination of the allegations;
 - (c) Prompt and timely decisions;
 - (d) Full disclosure of the resolution.

- b. Organizational and Personal Conflict of Interest. The local board and personnel of each grantee must avoid organizational and personal conflict of interest and the appearance of conflict of interest to the extent possible.

(1) Organizational Conflicts of Interest.

- (a) A board member serves on the board of a grant applicant.
- (b) A board member assists in preparing a proposal for an agency in which s/he has an interest and which will be applying for funds.
- (c) A board member has personnel responsibilities for a local business that is receiving OJT contracts.

(2) Personal Conflicts of Interest.

- (a) A board member's spouse or other family member serves as an officer or on the board of a grant applicant.
- (b) A board member has a financial investment in a business receiving funds from the grantee.
- (c) Voting Conflict of Interest. No member of any local board, advisory council, or committee thereof shall discuss or cast a vote on the provision of services by that member (or any organization of which that member is an owner, manager, employee, or agent) or vote on any matter which would provide direct financial benefit to that member or any organization of which that member is an owner, manager, employee, or agent. The board, advisory council or committee may require members to leave the room during discussions and voting on issues with which they have a conflict of interest. This requirement does not preclude board members or their businesses from participating in training contracts.
- (d) Conflict of Interest Involving the Prospect of Private Gain. The grantee shall prohibit its employees from using their positions for a purpose that is or that gives the appearance of being motivated by a desire for private gain for themselves or those with whom they have family, business or other relationships.
- (e) Conflict of Interest of Public Officers or Employees. The grantee shall comply with s. 946.13, Stats. under Wisconsin's criminal statutes and any valid Attorney General's opinion governing conflict of interest for public officers or employees. Any contract entered into in violation of federal or state statutes is void, and the state or the political subdivision in whose behalf the contract was made incurs no liability thereon.
- (f) Disclosure. Each board shall have on file a disclosure form that is signed by each board member and staff, a representative for the Administrative Entity and each grantee. The disclosure form shall be reviewed and updated at least annually and shall be reviewed for each grantee at the time of application. Affiliations that become a conflict of interest but were not identified in the disclosure statement shall be reported immediately to the grantee. The disclosure statement must include but not be limited to the organizational and fiduciary affiliations of the individual or the individual's immediate family that may present a potential conflict of interest for that individual. DET will issue sample disclosure statement formats upon request.
- (g) Technical Assistance. DET may be contacted for advice when questions or allegations occur that are not covered by policy.

2. Kickbacks. No officer, employee or agent of the grantee may solicit or accept gratuities, favors or anything of monetary value from any person in return for preferential treatment.
3. Commingling of Funds. The grantee must maintain accounting records that adequately identify separate deposits and expenditures for each DET grant.
4. Charging of Fees. The grantee must ensure that no individual is charged a fee for being referred to training or placed in DET-funded employment.
5. Nepotism
 - a. Hiring, Promotions, and Salaries. No board member, LEO or employee of the grantee may effectively recommend or decide to hire, promote or establish the salary of another person when the person affected is a member of his or her immediate family.
 - b. Supervision and Management. No board member, LEO or employee of the grantee may give preferential treatment in the supervision or management of another employee who is a member of his or her immediate family.
6. Child Labor. All grantees must comply with applicable federal, state and local child labor laws.
7. Political Patronage
 - a. Rewards. The grantee may not select, reject or promote a participant or staff person based on the participant's or staff person's political affiliation or beliefs or as a reward for political services or as a form of political patronage.
 - b. Referrals. The grantee may not refer participants to DET programs nor select subgrantees based on political patronage or affiliation.
8. Political Activities. DET-funded programs may not involve partisan or nonpartisan political activities.
 - a. Participation. No program participant may engage in partisan or nonpartisan political activities during the time for which the participant activity is funded with DET funds.
 - b. Representation. No participant may engage in either partisan or nonpartisan political activities in which they represent themselves as a spokesperson for the DET-funded program.
 - c. Location of Employment or Outstation. No participant may be employed or located in any of the following:
 - (1) In the office of a member of congress or a state or local legislator or any staff of a legislative committee;
 - (2) In the immediate offices of any chief elected executive official of a state or a unit of general local government unless it is clearly documented that the position is entirely nonpolitical;

- (3) In positions involving political activities in the offices of other elected executive officials (nonpolitical positions in such offices are permissible with documentation as to the nonpolitical nature of the position).
- d. Hatch Act. The provisions of the Hatch Act, 5 USCS s. 1502 apply to:
 - (1) All individuals whose employment is DET-funded and who work for the state, a state or local agency (such as a county) or an Administrative Entity, whether that entity is a county, a local board or a nonprofit agency.
 - (2) All individuals whose employment is DET-funded and who work in a non-governmental agency required to comply with the Hatch Act because of provisions governing other federal funding that they receive. Some federal funding sources specify that grant recipients are considered "local agencies" for purposes of 5 USC, s. 1502.
9. Sectarian Activities. DET funds may not be used to attempt to support either religious or anti-religious activities. Grants that are issued to 'faith based' organizations must document the nonsectarian nature of the activity.
10. Unionization Activities/Work Stoppages. The grantee shall comply with the provisions of union activities described as follows:
 - a. Promotion or Opposition to Union Activities. DET funds may not be used in any way to promote or oppose unionization.
 - b. Union Membership. No individual may be required to join a union as a condition for enrollment in training unless such training involves individuals employed under a collective bargaining agreement containing union security provisions.
 - c. Positions Affected by a Labor Dispute. No participant shall be placed in or remain working in any position affected by a labor dispute involving a work stoppage or strike.
 - d. Union Dues or Services Fees. Employers are not precluded from deducting union dues or service fees under applicable collective bargaining agreements or state laws.
 - e. Existing Contracts or Collective Bargaining Agreements. No DET-funded program may impair existing contracts for services or collective bargaining agreements. An exception to this is that any DET grant that would be inconsistent with the terms of a collective bargaining agreement can only be undertaken with the written concurrence of the labor organization and employer concerned.
 - f. Consultation with Labor Organizations. Services to a substantial number of members of labor organizations are to be provided only after full consultation with the labor organization involved.
11. Maintenance of Effort. The grantee must comply with the maintenance of effort provisions described as follows:

- a. Displacements. DET programs must comply with the following.
 - (1) DET programs must result in an increase in employment and training opportunities over those that would otherwise be available in the area.
 - (2) DET programs may not result in the total or partial displacement of currently employed workers or reduction in hours of non overtime work, wages, or employment benefits.
 - (3) DET programs may not impair existing contracts or grants for services nor substitute federal funds to pay for services that would have been funded by other sources.
 - b. Supplanting Funds. DET grants must be used for activities that are not otherwise available in the area.
 - c. Hiring Freezes. DET-funded participants may not be hired into or remain working in any position when the same or a substantially equivalent position is vacant due to a hiring freeze.
 - d. Layoffs and Recalls. DET-funded participants may not be hired into or remain working in any position when one of the following applies to any person who is not DET-funded:
 - (1) A person is on layoff from the same or a substantially equivalent job in the same organizational unit of the same employer; or,
 - (2) A person is on layoff or has been bumped and has recall or bumping rights to that position according to a personnel code or practice or a collective bargaining agreement of the same employer.
 - (3) For purposes of this paragraph, a layoff is in effect until the expiration of the period required by a recall list, or if no recall list or reemployment rights exist, for a period of one year from the last layoff or until the next operating year of the affected organizational unit in the company or department, whichever occurs later.
 - e. Promotions. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
12. Criminal Provisions. Any officer, director, agent or employee of any organization receiving DET funds who commits any of the following acts shall be prosecuted to the full extent of the law:
- a. Enrollment of Ineligibles. Knowingly hiring or enrolling an ineligible individual;
 - b. Misapplication or Theft of Funds. Embezzling, willfully misapplying, stealing, or obtaining by fraud any money, funds, assets or property that is funded by a DET grant;

- c. Inducements or Threats. Inducing another person to give up money or something of value to a person or grantee agency by threat of dismissal or refusal to renew an employment grant in connection with DET-funded grants;
- d. Obstructing or Impeding Investigations or Inquiries. Willfully obstructing or impeding (or attempting to obstruct or impede) an investigation or inquiry into activities relating to DET-funded grants when those activities are alleged to be criminal or a violation of the regulations in this document;
- e. Promising Special Consideration. Directly or indirectly promising any employment, position, compensation, contract, appointment or other benefit involving DET funds as special consideration, favor or reward for any political activity; or
- f. Coercion. Coercing another individual into making a political contribution by denying (or threatening to deny) employment or benefits under a DET-funded grant.

13. Responsibility for Preventing Fraud and Abuse. The grantee shall:

- a. Establish and Utilize Management Procedures. Each grantee shall establish and use internal program and fiscal management procedures sufficient to prevent fraud and program abuse.
- b. Maintain Sufficient and Adequate Records. Each grantee shall ensure that sufficient, auditable and otherwise adequate documentation is maintained which support the expenditure of all DET funds. Such records shall be sufficient to allow the DET, the State or the federal government to audit and monitor the programs.
- c. Establish Procedures and Conduct Monitoring. The grantee shall establish monitoring procedures and conduct annual on-site monitoring in compliance with requirements for monitoring identified in this Guide.
- d. Report Allegations or Complaints/Grievances. Grantees that become aware of any allegation or complaint/grievance about possible fraud, malfeasance, or nonfeasance, misapplication of funds, gross mismanagement and employee or participant misconduct involving DET grants or operations should report such incidents to DET within one day in accordance with the appropriate procedures.

14. Debarment and Suspension. Applicants for non-mandatory awards of DET funds shall submit a completed certification regarding debarment and suspension with their proposal. Debarment or suspension by one federal agency results in suspension or being barred from doing business with all federal agencies. Organizations making an award may rely on current certification statements used for Public Service Employment submitted to them with funding proposals. The form supplied by DOL for use by grantees applying for funding which (1) is awarded at or below the state level and (2) is non-mandatory (not formula allocated) has been reprinted by the DET for grantee use and is available upon request. (Executive Order 12549, 12689; 29 CFR Part 98; 20 CFR Part 627.424; DOL. TEIN No. 21-88)

- a. Procurement Threshold. Procurement of goods or services of less than \$25,000 is exempt from the certification requirement unless the transaction is for procurement of audit, investigative, or legal services.

- b. Certification. A certification may be relied on when received until the end of the period covered by the agreement with the successful proposer unless the awarding agency becomes aware of debarment or suspension by a federal agency. Written language in the agreement shall terminate the funding in the case of subsequent debarment or suspension during the life of the agreement.
15. Lobbying. Recipients of DET grants or contracts in excess of \$100,000 shall file a certification form regarding lobbying requirements with the awarding organization. Grants or contracts in excess of \$100,000 will be referred to as "covered actions" in the remainder of this subsection. The proper certification form should be completed for submission with proposals. Use of appropriated federal funds for lobbying the executive or legislative branches of the federal government in connection with a specific contract or grant is prohibited. DOL Standard Form LLL (disclosure report) shall also be filed with the awarding organization if the proposer engages in lobbying activity utilizing other than federally appropriated funds.
- a. Record Management
- (1) Certifications. Certifications shall be retained by the awarding organization.
- (2) Disclosure Reports. Disclosure reports shall be forwarded to the DET and ultimately to the appropriate ETA Grant Officer.
- b. Filing Frequency.
- (1) Proposals, New Grants, New Contracts. A current certification and disclosure report (where applicable) shall be filed with each proposal, grant, or contract which is submitted for a covered action.
- (2) Disclosure Reports. Disclosure reports for covered actions shall be amended and submitted to the awarding organization within the Program Year quarter if one of the following occurs:
- (a) a cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action (29 CFR 93.110(c)(1));
- (b) a change in the person(s) or individual(s) influencing or attempting to influence a covered federal action (29 CFR 93.110(c)(2));
- (c) a change in the officer(s), employee(s), or members contacted to influence or attempt to influence a covered federal action (29 CFR 93.110(2)(3)); or
- (d) any change in the content of the disclosure report which is not covered by (a), (b), or (c) above.
- (3) Program Year Change. A new certification and disclosure report (where applicable) shall be filed with the awarding organization when a Program Year change occurs during the life of a covered grant.

The required forms shall be filed with the awarding organization before July 1 of each year to avoid a DOL funding end. The DET is the awarding organization for local boards and other direct grantees.

16. No Contracts with ACORN or ACORN Affiliated Agencies

All grantees, contractors and sub-recipients of ETA funds with any procurement or funding agreement with ACORN or its affiliates must immediately seek to suspend performance of any obligations under such agreement, including suspension of the payment of Federal funds. If your organization determines such an agreement(s) exist, you must immediately contact your Grant or Contracting Officer.

F. Insurance Requirements

1. **Liability Insurance.** The DOL, the State or the DET assumes any liability with respect to bodily injury, illness or any other damages or losses, or with respect to any claims arising out of any activities undertaken under a DET grant whether concerning persons or property in the grantee's organization or third parties. The grantee must insure or otherwise protect itself with regard to activities under the grant or agreement. Examples of protective insurance include the following:
 - a. **Directors' and Officers' Legal Liability Insurance.** Directors' and officers' legal liability insurance provides protection against expenses such as legal fees, court costs and judgments arising from suits relating to discrimination, wrongful dismissal of employees, acts beyond granted authority, failure to verify facts in official documents, insufficient administration resulting in loss of funds or false and misleading reports. It generally applies to civil rather than criminal litigation. Directors' and officers' legal liability is an allowable cost chargeable to the administration cost category.
 - b. **General Liability Insurance.** General liability insurance provides protection against losses arising from unintentional bodily injury or property damage. Coverage may include personal injury, automobile, fire and others. General liability is an allowable expense charged to the administration cost category.
2. **Bonding.** The grantee must comply with the bonding provisions described as follows:
 - a. **Fidelity Bonding.** Fidelity bonding is an allowable cost chargeable to the administration cost category. The fidelity bond protects an organization against loss caused by dishonesty by individuals who are part of the organization. It covers forging or alteration of checks, counterfeit currency, embezzlement, and theft in transition and safe deposits. Coverage may be for all members of the organization or it may be limited to certain individuals. Federally-funded programs generally require bonding for individuals who are directly involved with authorizing or processing financial transactions.
 - b. **Bonding Coverage.** The grantee must provide bonding coverage for every officer, director, agent or employee authorized to receive or deposit DET funds in program accounts or to issue financial documents, checks or other instruments of payment for grant costs. The amount of bonding shall be the lower of either (1) the amount of \$100,000; or (2) the amount of the highest monthly expenditure planned for the present grant year.
 - c. **Bonding Cancellation.** The grantee must immediately notify the DET if the bond is cancelled or reduced.

3. **Worker's Compensation.** To the extent that Wisconsin's worker's compensation law is applicable, worker's compensation benefits in accordance with such law shall be available with respect to injuries suffered by participants. Grantees must secure insurance coverage for injuries suffered by participants who are not covered by existing worker's compensation. Contributions to a reserve for a self-insurance program are allowable to the extent that the type and extent of coverage and the rates and premiums would have been allowed had insurance been purchased to cover the risks.
4. **UI.** All DET grantees, program operators and work sites shall comply with requirements regarding UI coverage for participants in subsidized employment unless the exemption referenced elsewhere in this subsection applies. (Wisconsin statutes Chapter 108). The UI Division of DWD has determined that the exemption at s. 108.02(15), Stats. may be applied to DET-funded participants enrolled in work experience and summer employment except "Tryout Employment" (UCD 1800-85-3, Supplement 1). Participant wages in exempt programs are not subject to UI taxes and employers are not liable for claims filed which are based on employment in an exempt program.
 - a. **Employer Designation.** Under normal circumstances, the work site will be the employer for UI purposes, without regard to the organization that selected the participant or provides payments to the participant. Wisconsin s. 108.02(12), Stat. defines "employee" as "any individual who is or has been performing services for an employing unit, in an employment whether or not the individual is paid directly by such employing unit."
 - b. **Responsibility for Payment.** The employer (usually the work site) is responsible for making all UI payments, either UI taxes (where the employer is using the tax basis) or the direct UI reimbursement (where the employer is using the reimbursement basis).
 - c. **Employment Record.** Wisconsin s. 108.21, Stats. requires each employer of one or more persons in Wisconsin (whether subject to Chapter 108 or not) to maintain an employment record for each individual employed. The employment record is to include the employee name, address, social security number and such other information that will allow the department to determine the weekly wages paid to the employee. The required information should be maintained by the employer (usually the work site) and, by law, must be available for inspection by DWD upon request. To the extent fringe benefits constitute taxable wages, such information is also subject to the record keeping requirements of s. 108.21. Where the employer does not pay the wages, the employer's ability to comply with the statutory record keeping requirements will depend upon timely and accurate reporting of wages paid by the grantee or other payroll agent to the work site employer.
 - d. **Exemptions.** A number of employment situations described in the UI law are exempt from UI coverage, such as employment of work study students by a school (s. 108.02(15)(i), Stats.). Employment situations such as these, which are otherwise exempt from UI coverage, do not become covered employment by virtue of their being subsidized; these situations are still exempt. In addition, some statutory nonprofit organizations are not subject to Chapter 108 because they have fewer than four employees on a day in 20 different weeks of either the current or preceding year. Where this criterion is met based on employment of non-DET-funded

employees, DET-funded participants cannot be used in a count of employees to establish subjectivity of such an employer.

- e. Financing. Two methods of financing UI benefit costs for nonprofit organizations and governmental units exist:

- (1) Tax Financing, where the employer pays a quarterly tax based on a percentage of the taxable payroll; the percentage to be paid is based on the employer's "experience rating"; and
- (2) Reimbursable Financing, where the employer pays no tax but is billed directly for benefits paid to claimants who were former employees, at 100 percent of the cost of the benefits.

The Tax Financing method is the only one available to the private for-profit sector.

- f. Government Units. Section 108.15 of the UI law describes the requirements for a government unit to elect a tax basis instead of a reimbursement basis; Section 108.151 provides for election of reimbursable basis for nonprofit employers. Neither section includes any provisions for a partial election.
- g. Eligibility. Eligibility for benefits is a complex issue. It is described in the UI law at 108.04, and further detailed in DWD ss. 126, 127, 128, and 129 of the Wisconsin Administrative Code. Although a participant may be ineligible for benefits based solely on their federally subsidized employment, they may be eligible based upon a combination of employment which includes the federally subsidized position.
- h. Benefit Rights. DWD s. 120.01 of the Wisconsin Administrative Code describes requirements for all employers to post notice of benefit rights in the work place. In addition to these requirements, DET-funded participants must be informed of all benefits to be provided on the job during their orientation at time of enrollment and/or placement on a worksite.
- i. Allowable DET Costs. All the costs related to providing UI coverage to DET participants are allowable.
- (1) Where an employer is using a tax basis for coverage, the quarterly payment on behalf of DET-funded participants is an allowable cost. This amount can be determined by multiplying the employer's tax rate by the wages paid to participants.
 - (2) Where an employer is using a reimbursement basis, the amount paid into the fund on behalf of a participant who collects benefits is an allowable cost. This amount is usually charged to the period in which payment is actually made. For funds to be available for this cost when the participant was in a grant that has been closed, the potential UI liability must have been identified in the closeout package, and there must be unspent funds in the grant (and funds available to the DET) to cover the expense. When the participant was in a grant that has not been closed, the grantee has the choice of whether or not to cover the expense.

- j. **Tax Financing.** The process for grantees using the tax method for financing UI depends on the relationship between the payroll agent and the employer. The payroll agent may or may not be the employer.
- (1) Where the employer is NOT the payroll agent, the following process should be used:
 - (a) The employer must report all hours worked by participants to the payroll agent.
 - (b) The payroll agent must report to the employer all wages paid to participants.
 - (c) The employer must determine the amount of UI liability to be paid to DWD's UI Division and pay that amount directly to DWD's UI Division.
 - (d) The employer may submit a claim to the payroll agent for reimbursement of UI taxes paid.
 - (e) The payroll agent may reimburse the employer for UI taxes paid.
 - (f) All worksite agreements must specify who has UI liability and the procedures, if any, for reimbursements from DET funds.
 - (2) Where the employer and payroll agent are one and the same, the payroll agent must report and pay all UI taxes to DWD's UI Division at the appropriate tax rate for the payroll agent's organization.
- k. **Reimbursement Financing.** The process for grantees using the reimbursement method for financing UI follows. Only nonprofit agencies and governmental units may use the reimbursement method for financing UI benefits. Agencies must guarantee payment of required reimbursements pursuant to Wisconsin s. 108.151(4), Stats. As with those on the tax-based system, the employer is liable for financing of UI benefit reimbursements.
- (1) The following process should be followed where the payroll agent is NOT the employer:
 - (a) Whenever a former participant has a claim against an employer using the reimbursement method, the employer will be notified by DWD. This notification will include the maximum payment amount that is possible for the claim in question.
 - (b) The employer should notify the payroll agent (and, depending upon the agreements reached, the WDA or other grantee) of the claim at that time.
 - (c) DWD will send, to the employer, periodic statements of the actual benefit check(s) written to the former participant. This is the amount that is an allowable charge to DET grants, and the amount that may be reported to the payroll agent for reimbursement.
 - (d) The payroll agent may reimburse the employer.
 - (e) In addition, DWD will send monthly notices to the employer notifying them of any payments due. The employer will be responsible for making the proper payments to DWD.
 - (2) Where the payroll agent and the employer are the same, the employer/payroll agent is responsible for making reimbursements to DWD.

- (3) In cases where UI benefit payments continue past the end date of a grant, the following requirements must be met:
- (a) The program operator must establish a system to ensure all UI liabilities incurred by employers are paid in accordance with UI law even if such liability continues past the end of the grant period.
 - (b) Program operators may not establish a contingency fund to meet UI reimbursement requirements (Pursuant to Wisconsin s. 108.151(5)d, Stats., the employer may at any time make other payments to be credited into its reimbursement account, in anticipation of future benefits, but such payments would not be allowable charges to DET grants).
 - (c) UI liabilities incurred which continue past the closeout date of a grant with the DET may be paid if the following conditions are met:
 - (i) The grant closeout package has been appropriately filed with the DET.
 - (ii) Costs for the potential liability have been identified in the closeout package.
 - (iii) There are unspent funds in the grant.
 - (iv) The DET has funds available to pay the costs.

G. Liability

The grantee assures that it shall comply with these provisions:

1. Claims against DET, Other State or Federal Agencies. The grantee will hold the DET, the state of Wisconsin, and the federal government harmless against any claims except that claims between a grantee and state agency subrecipient are not precluded by this document. This requirement does not apply to agreements between the DET and other state of Wisconsin agencies.
2. Liability for Disallowed Costs. The grantee will assume liability for any costs disallowed by the DET or DOL because of violations of provisions in applicable laws, regulations and rules promulgated by the federal government, the State of Wisconsin and the DET, this manual or the individual contract. The DET reserves the right to withhold payment of costs from current or subsequent DET grants if the grantee fails to comply with the provisions of its grant agreement.
3. Ultimate Liability for Use of DET Funds. The DET will hold grantees, including WDBs, responsible for DET funds received through the grant(s), and may ultimately hold the units of local government which constitute the WDBs responsible for such funds. Specific grant requirements may hold other entities liable for DET funds.

H. Public Notice and Open Meetings

The grantee assures that it shall comply with the provisions for public notice and open meetings described as follows:

1. Open Meetings and Notice. All meetings of the WDBs, advisory councils, or consortia of LEOs, including meetings of their committees or subcommittees, shall be open meetings that are given appropriate public notice except as noted in subsections 4 and 5 of this section.

2. Time of Notice. Meetings of the WDBs and LEOs must be given appropriate public notice as described in Open Meetings of Governmental Bodies, s. 19.81-98, Stats., at least 24 hours before the meeting is to begin.
3. Meetings Regarding Expenditure of Funds. All WDB and LEO meetings regarding discussion, deliberation, recommendations or decisions about the expenditure of funds must be held in open session with public access.
4. Closed Sessions. WDB and LEO meetings or portions of meetings may be held in closed session only under conditions allowed in s. 19.81-98, Stats.
5. Requirements of Closed Sessions. All closed sessions require advance notice and must be convened first as open meetings. Moving to a closed session requires a majority vote based on the quorum present at the beginning of the meeting with individual votes recorded in the minutes of the meeting.
6. Additional Information about Wisconsin's Open Meetings Law
 - a. Subjects Addressed. Wisconsin state statutes, Chapter 19, Subchapter IV, contains 13 separate laws: ss. 19.81-19.98. The section on open meetings includes such matters as the policy, definitions, public notice, exemptions, ballots and votes, use of recording equipment, penalties, and enforcement provisions.
 - b. Applicability. Generally, all governmental and quasi-governmental bodies must abide by the law. As it relates to DET grants, the law covers the CWI, WDBs and their committees.
 - c. Definition of Meeting. Section 19.82(2), Stats. defines a meeting as the convening of members of the body for the purposes of exercising the responsibilities, authority, power, or duties delegated to or vested in the body. If one half or more of the members are present, it is presumed to be a meeting of the body.
 - d. Public Notice. Section 19.84, Stats. identifies the specific requirements, and subsection three states every meeting will be preceded by a public notice at least 24 hours prior to the meeting.
 - (1) Section 19.84(2), Stats. requires the public notice to include the time, date, place, and subject matter of the meeting. Publishing a properly prepared agenda satisfies the requirements.
 - (2) There are no specific requirements about location except that proper public notice must be given and the meeting room must be open and reasonably accessible to the public. A meeting could be held even in a private home of an official if proper public notice is given and the home is reasonably accessible to members of the public, including individuals with disabilities, when the meeting is in progress.
 - e. Telephone Conference. A telephone conference meeting may be considered "reasonably accessible to the public" if the public and news media can effectively monitor it. This can be accomplished by speakers which give the public the same access to the discussions as each member of the body participating in the

conference call. The Attorney General cautions, however, that meetings which encourage public testimony or require visual aids may not be best suited for conference call meetings.

- f. Agenda. If the agenda is properly prepared it is permissible to place on the agenda an item such as "miscellaneous business" giving public notice that other items may be considered. As a matter of policy, topics of importance or of wide public interest should be postponed until specific notice can be given. If there is knowledge that certain items need to be taken up at the meeting, the agenda should properly include them as part of the public notice.
- g. Interpretation of Statute. Section 19.81(4), Stats. states that the law shall be liberally construed to achieve the purposes of maintaining open meetings. Wisconsin has a long tradition of open government and public participation as well as a reputation for clean government. It is sound public policy to act in an open, public arena rather than to give the appearance of doing the public's business behind closed doors.
- h. Closed vs. Open Meeting. A closed meeting is one that limits public access. An open meeting allows for public access, but not necessarily public participation. Discussion can be limited to council members during an open meeting. A closed meeting requires proper notice and must be convened first as an open meeting. A duly constituted vote is necessary to move into closed session. Specific guidelines are provided in s. 19.85(1), Stats. This section of the state law also identifies specific purposes for which a meeting may be closed; primarily for personnel or collective bargaining purposes.

I. Conditions of Employment and Training

In serving participants in DET-funded programs, conditions of employment and training will be maintained which are appropriate and reasonable for the type of work, the geographic region and the proficiency of the participant. This section includes the required provisions for training-related employment provided in DET-funded programs.

- 1. Orientation. All participants must be provided with an orientation to nontraditional careers during their participation in DET-funded programs.
- 2. Job Seeking. Participants who are not assured of placement in unsubsidized employment at the end of their training will be provided a reasonable amount of time for job seeking.
- 3. Participant Rights in DET Program-Funded Employment. Each participant enrolled will receive a written statement of her/his program rights and responsibilities as stated in this section, including conditions of employment/training, job duties, benefits and complaint/grievance procedures of the contractor/employer, subgrantee/service provider and the DET.
 - a. Wages. Participant wages in activities authorized by DET-funded programs may not be less than the highest of (1) the federal minimum wage as determined by the Fair Labor Standards Act, 29 USCS s. 201 et seq.; (2) the state minimum wage; or (3) the prevailing rates of pay for individuals employed in similar occupations by the same employer.

- b. Wage Rate. Calculation of the appropriate wage rate for compliance with paragraph a. may not use a training wage exemption from the federal minimum wage.
- c. OJT Wages. Participant OJT wages are to be paid by the employer at the same rate, including periodic increases, as similarly situated employees but not less than required wages under paragraphs a. and b. of this subsection.
- d. Benefits.
 - (1) Requirement. Participants employed in training-related DET program funded jobs shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work.
 - (2) Prohibition. No DET program funds may be used for contributions to a retirement system or plan on behalf of any program participant.
- 4. Participant Training Payments. A participant may not receive payments for training activities in which s/he fails to participate without good cause.
- 5. Health and Safety Standards. Appropriate standards of health and safety in work and training situations shall be maintained and participants under 18 years of age shall not be assigned to work in any occupation found to be hazardous for youth under 18 by the Fair Labor Standards Act, 29 USCS s. 201 et seq.
- 6. Worksite Agreements. A written agreement is required for each worksite (including OJT, Work Experience and Internships) at which a trainee is placed. Worksite agreements must include the following:
 - a. Agreement for Terms and Signature. The worksite agreement is considered an official "agreement" when both the program operator and the worksite's authorized signatory have reviewed it, agreed to the terms and signed and dated it (prior to the trainee starting the job).
 - b. Provision of Signed Copies. A signed copy of the agreement shall be provided to each trainee and worksite supervisor.
 - c. Minimum Content of Agreement. All agreements shall include the following:
 - (1) The trainee's job title; immediate supervisor's name; place of employment; hours assigned; wages and benefits agreed upon.
 - (2) A clearly written job description. Job descriptions are needed for several reasons. Trainees need to know what the job duties are; what s/he is responsible for doing; and how s/he appears to "fit" into the employer's work environment.
 - (3) A training plan. The training plan should identify the specific skills to be learned, the method of teaching them, who is responsible for teaching them, and how skill acquisition will be evaluated.
 - (4) The number and names of trainees to be trained.

- (5) Specification of trainee wage rates.
 - (6) The beginning and ending dates of the agreement.
 - (7) The applicable worksite rules, including the procedure and maintenance of adequate time, attendance, payroll and other records.
 - (8) The program, fiscal, participant and other reporting requirements.
 - (9) The process and authority for contract changes/modifications.
 - (10) Assurance that the employer will comply with DET-funded program regulations.
 - (11) A termination clause of nonperformance.
 - (12) Special health or safety equipment or precautions required, if any.
 - (13) Special tools or uniforms required, if any, and whether or not the employer will supply them.
 - (14) Assurance that adequate supervision will be provided at all times while the trainee is on the job site.
- d. Additional Requirements for OJT. Also refer to Administrator's Memo 10-07 OJT Policies and Procedures. The following are additional requirements that apply specifically to the OJT program:
- (1) A training plan which includes the following elements: list of skills and/or learning objectives to be achieved; the number of training hours, planned start and end dates for each skill listed; the training method; the mechanism to evaluate the trainee's progress in mastering the skills/objectives; and a place for the signature and signing dates of the trainee, trainer and/or supervisor. The training plan should also identify any other separate classroom training that may be provided.
 - (2) The method and maximum amount of reimbursement for the OJT.
 - (3) Payments to employers for OJT shall be no more than 50 percent of the wages paid by the employer to such participants, and payments in such amount shall be deemed to be in compensation for the extraordinary costs associated with training participants and in compensation for the costs associated with the lower productivity of such participants. (WIA Section 101(31)(B))
 - (4) Reimbursement for OJT must be limited to the period of time required for a participant to become proficient in the occupation for which the training is being provided (WIA Section 101(31)(C)).
- e. Provisions of Worksite Agreements. The following provisions apply to all worksite agreements. These provisions should be incorporated into worksite agreements or may be part of an employer handbook. If they are part of an employer handbook provided by the subgrantee/service provider to an employer, the worksite agreement

must contain a statement by the worksite that they have received and agree to comply with these provisions.

- (1) Funds shall only be used for activities which are in addition to those which would otherwise be available in the area in the absence of such funds.
- (2) Funds will not be used to relocate an establishment or part thereof at a new or expanded location, if such relocation has resulted in the loss of employment for any employee of the establishment at the original location.
- (3) During hours of work covered by this agreement, no trainee shall engage in partisan or nonpartisan political activities.
- (4) A trainee shall receive no payments for training activities in which the trainee fails to participate without good cause.
- (5) Trainee wages must be paid by the employer at the same rates as similarly situated employees but not less than the state or federal minimum wage, whichever is greater.
- (6) The employer must comply with applicable health and safety standards established under applicable state and federal laws.
- (7) Trainees must be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work. This will include unemployment compensation coverage where the employer is normally required to provide such coverage to employees. The employer must also secure worker's compensation or other insurance coverage for work-related injury or illness of trainees.
- (8) No funds may be used for contributions on behalf of any trainee to retirement systems or plans.
- (9) This agreement may not result in the displacement of currently employed workers or reduction in hours, wages or employment benefits of currently employed workers.
- (10) The employer must obtain a written union concurrence statement if a collective bargaining agreement is in effect for the trainee's position.
- (11) No trainee shall be employed or job opening filled (a) when any other individual is on layoff from the same or any substantially equivalent job, or (b) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a trainee whose wages are subsidized with federal funds.
- (12) No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
- (13) Funds may not be used in any way to assist, promote, or deter union organizing.

- (14) No program under this Act shall impair: (a) existing contracts for services; or (b) existing collective bargaining agreements, unless the employer and the labor organization concur in writing with respect to any elements of the proposed activities which affect such agreement.
- (15) No trainee shall be required to join a union as a condition for employment unless the training involves individuals employed under a collective bargaining agreement containing union security provisions. (Wisconsin Statute s. 111.06(1)(c)(1)).
- (16) Every employer who hires trainees and receives DET funds must operate or establish and maintain a grievance procedure relating to the terms and conditions of employment.
- (17) The employer must maintain records and provide access to records as necessary for the grantee, DWD and DOL to assure that funds are being expended in accordance with the purposes and provisions of the agreement.
- (18) The employer must comply with civil rights law and regulations, including nondiscrimination.
- (19) No trainee, staff person or administrator shall be discriminated against, denied benefits, denied employment or excluded from participation in connection with any DET-funded program on the basis of race, color, religion, sex, national origin (ethnic status), age, disability, marital status, offender status, sexual orientation, political affiliation or belief, arrest or conviction record or refusal to submit to sexual contact or sexual intercourse. (WI Fair Employment Act, 111.31 - 111.395, stats.)
- (20) Trainees shall not be employed on the construction, operation, or maintenance of any facility used for sectarian instruction or as a place of worship.
- (21) The employer must comply with applicable child labor laws if the participant is under 18 years of age.
- (22) No officer, employee or other agent of the employer shall recommend hiring, decide hiring, establish salary/wage rate, or provide preferential supervisory treatment with respect to a trainee who is a member of the officer's, employee's or agents' immediate family.
- (23) No trainee shall be placed in or remain working in any position affected by a labor dispute involving work stoppage or strike.

J. Intellectual Property Rights

The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes:

- i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and

- ii) any rights of copyright to which the grantee, subgrantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials).

Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which are limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities.

If applicable, the following needs to be on all products developed in whole or in part with grant funds:

This workforce solution was funded by a grant awarded by the ETA. The solution was created by the grantee and does not necessarily reflect the official position of the U.S. DOL. The DOL makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes is permissible. All other uses require the prior authorization of the copyright owner.